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## THE AMADOR LEDGER

Published Fridays by  
Amador County Publishing Co.

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R. WEBB Editor and Manager

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FRIDAY JUNE 16, 1905

## THE BOND REPEALING ORDINANCE.

The lone Echo says that the ordinance passed by the supervisors, repealing subdivision 3 of section 5 of Ordinance No. 118, relating to the giving of bonds by one engaged in the sale of liquor, is defective, and conflicts with the constitution. An examination of the ordinance as printed is sufficient to show that this contention is probably correct. Section 24 of Article 4 of the state constitution reads as follows:

No law shall be revised or amended by reference to its title; but in such case the act revised or section amended shall be re-enacted and published at length as revised or amended.

It will not be disputed that this provision applies to laws passed by the supervisors, as well as general laws passed by the legislature. Now the ordinance referred to disposes of the matter in this off-hand fashion.

The board of supervisors of the county of Amador, state of California, do ordain as follows:

Section 1. Subdivision 3 of section 5 of Ordinance No. 118, providing for the filing of a bond in the sum of one thousand dollars, in support of a permit being granted to conduct a saloon for retailing liquor and cigars in the county of Amador, state of California, do ordain as follows:

The whole of section 5 is not re-enacted nor published at length, but merely subdivision 3 thereof.

The question arises if this repealing ordinance is invalid and void by reason of this non-compliance with the provisions of the organic law, how will it effect those persons engaged in the liquor business who act under its provisions. It may be said that the ordinance is law until it has been declared otherwise by the court. But in the event of a test case, and the court holding that the ordinance was improperly passed, and therefore void, it would simply revive the subdivision as it stood before; that is the provision regarding the \$1000 bonds would still be in force. Would the bondsmen be liable for the action of the principal in the selling of liquor within the prescribed limits of the Preston school? These are questions that should be carefully looked into, and no doubt will be fully considered before any decisive step is taken.

## AN ARGUMENT FOR INCORPORATION.

Last week we called attention to the fact that Amador county, through its board of supervisors, had ignored a request for a donation toward the repair of the cemetery fence, which incloses the burying place of the decedents from the county hospital. This action is so pregnant with meaning to the citizens of Jackson that we think it not out of place to discuss it at greater length. We are free to say that the turning down of so just a request was perhaps due to prejudice against the county seat, rather than the result of deliberative action after a full and careful investigation of the merits of the proposition. Whatever motive prompted them, we cannot believe their repudiation of the county's dead will be sustained by the unprejudiced citizen, no matter in what part of the county his lot may be cast. The argument, if we may dignify it by that term, that because the hospital is located at Jackson, it is the duty of Jackson's people, and not of the people of the entire county, to look after the burial place of the hospital's dead, needs no refutation. It is too preposterous to require an answer. It would be just as reasonable to ask Jackson to feed and clothe and maintain the hospital patients during life, as to require that the town take charge of their remains after death. The one duty involves a much larger expenditure than the other, but they both stand on the same footing. The authority that is charged with the duty of maintaining the living indigents, cannot escape the responsibility of providing and caring for the place of interment. But because the town of Jackson has in a great measure relieved the county of this duty in the past, the board of supervisors have no right to assume that the county can impose this burden upon them entirely and continuously.

This incident, more than anything that has occurred for a long time, ought to convince the people that the incorporation of Jackson is the only way of protecting the town against such injustice. Unincorporated Jackson, is powerless. The graveyard itself is under the jurisdiction of the supervisors. They can refuse to appropriate money for its proper care, and can decline to let go to the citizens who would take care of it. With incorporation, however, it would immediately pass under the control of the city government. The burial of indigents one on top of another would be stopped, and the county compelled to look up a plot of its own for a cemetery, and take care of it with county funds. That seems the only feasible way of solving the

difficulty. It is not only in this graveyard matter that the feeling of jealousy against Jackson's growth and influence has developed. The control of the town by the supervisors is detrimental in other ways. At the last meeting a petition was presented asking for a reduction of the license on shooting galleries from \$25 to \$5 per month. It was refused. It is well known that Jackson is the only town in the county where such business could live, even at the reduced rate. The denial, therefore, was a slap at the county seat; a refusal, as far as the board was concerned, of permission to start another business enterprise here, that cannot live under the existing prohibitory license.

With such a spirit directing affairs, the county seat is handicapped. The envy of Jackson was shown in express words, as well as unjust action. It is regrettable to be forced to admit the display of such a spirit, but it is no use to close our eyes to facts. We must seek the remedy, and apply it as soon as possible. And the remedy is in our own hands. We can simply take the territorial limits of the town out of the hands of the supervisors, and manage our own affairs to suit ourselves. We are not compelled to be at the mercy and dictation of outside representatives any longer than we choose to. We mistake the spirit of Jackson's citizens if they submit to such imposition indefinitely.

## THE CODES AND THE LIQUOR BUSINESS.

As there is much interest taken in the revision of the codes by the last legislature, as affecting the sale of liquor, we have taken the trouble to look into the matter, and herewith present the result, showing the law as it stood before the codification by the code commissioner, and the law as it now stands as codified. Before the code commissioner and last legislature muddled the question, the law was embodied in section 172 of the penal code, and three acts bearing on the restriction of the sale of liquor within certain limits. These provisions are as follows:

Sec 172—Every person who, within two miles of the land belonging to this state, upon which the state prison is situated, or within one mile of the insane asylum at Napa, or within one mile of the grounds belonging and adjacent to the University of California in Alameda county, or in the state capital, or within the limits of the grounds adjacent and belonging thereto, sells, gives away or exposes for sale any vinous or alcoholic liquors, is guilty of a misdemeanor.

An act to prevent the sale of intoxicating liquors in the immediate vicinity of soldiers' homes approved March 26, 1895.

Sec 1—Every person who sells or gives away any ale, beer, wine, cider, or other intoxicating liquor, within one and one-half mile outside of the boundary line of the lands occupied by any home, retreat, or asylum for disabled volunteers, soldiers, or sailors and sailors, which has been, or may hereafter be established by the government of the United States, within the state of California, is guilty of a misdemeanor.

An act to prohibit the sale of intoxicating liquor in the state capital—Approved and in effect April 16, 1880.

Sec 1—Any person or persons having in charge or control the state capital building and allowing the same, or any portion thereof to be used for the sale or distribution in any manner, for profit, of any malt or spirituous liquors, shall be guilty of a misdemeanor.

These were the laws as they existed prior to the action of the legislature. These three provisions have, under the touch of the code commissioner, been codified into the present section of the penal code, which has caused so much discussion, and which reads as follows:

Sec 172—Every person who within two miles of the land belonging to this state upon which any state prison or reformatory is situated, or within one mile of the grounds belonging and adjacent to the University of California, or within one and one-half miles of the land occupied by any home, retreat, or asylum for disabled volunteers, soldiers or sailors established or to be established by this state or by the United States within this state, or within the state capital, or within the limits of the grounds adjacent and belonging thereto, sells, gives away, or exposes for sale any vinous or alcoholic liquors, is guilty of a misdemeanor.

In a note explanatory of the section as amended it is said:

The amendment consolidates the provision of the present (old) section 172 with a codification of the statutes of 1834 page 12; 1880, page 80, and 1895, page 161, relating to the unincorporated homes and state capital. There is no new legislation in the section.

The statement that there is no new legislation will be received with a gasp in view of the effect which the recodified section has had in the town of Lodi and elsewhere, which were not affected by the old section. The truth is it contains a great deal of new legislation, which is plain from a comparison of the old with the new law. The word "reformatory" is inserted; Napa asylum is left out, and Alameda county is left out in the limitation of the university grounds, so that it now applies to all the property of the university whether in Alameda or San Francisco. Towns are affected that were not affected before; and Napa which was concerned in the old section is released under the new. It is a sweeping and radical change. That it should pass the ordeal of both branches of the legislature without its tremendously enlarged scope being detected is astounding, and can only be explained on the theory that the legislators depended upon the judgment of the code commissioner who recommended the change.

## THE CHILDREN'S FAVORITE.

For coughs, croup, whooping cough, etc., One Minute Cough Cure is the children's favorite. This is because it cures colds, croup, whooping cough, harmless, tastes good and cures. Sold by W. H. Boydston.

J. F. Wilson, Dentist, Hours 9 a. m. to 5 p. m. Phone Main 404. Jackson, Cal.

Pioneer Flour is the "Lily of the Valley," the "Pearl of Perfection."

## Indigestion Causes Catarrh of the Stomach.

For many years it has been supposed that Catarrh of the Stomach caused indigestion and dyspepsia, but the truth is exactly the opposite. Indigestion causes catarrh. Repeated attacks of indigestion inflame the mucous membranes lining the stomach and exposes the nerves of the stomach, thus causing the glands to secrete much instead of the juice of natural digestion. This is called Catarrh of the Stomach.

## Kodol Dyspepsia Cure

relieves all inflammation of the mucous membranes lining the stomach, protects the nerves, and cures bad breath, sour risings, a sense of fullness after eating, indigestion, dyspepsia and all stomach troubles.

## Kodol Digests What You Eat

Make the Stomach Sweet.  
Bottles only. Regular size, \$1.00, holding 25 times the trial size, which sells for 60 cents.  
Prepared by E. C. DEWITT & CO., Chicago, Ill.

—Sold by all Druggists—

## SUPERIOR COURT.

HON. R. C. RUST, JUDGE.

Estate of Mary Hall—W. H. Boydston, Geo. A. Gritton and Wm. G. Goring appointed appraisers; notice to creditors ordered published.

Estate of Mary Ellen Van Sandt—Administratrix finally discharged.

Estate of Stefano Ratto—Order made setting aside the whole of the estate for the benefit of the widow.

Estate of Pauline Feiser—U. S. Gregory, A. B. Cammetti and A. G. Ginochio appointed appraisers.

Estate of Luigi Gazzera—Petition for order of sale of real estate filed.

July 15 appointed for hearing same.

New Cases.

Lorenzo Cuneo vs. G. B. Parma and others—Suit to foreclose mechanic's lien for \$40, work done on lot 10 block 12, Jackson.

Lorenzo Cuneo vs. G. B. Parma, foreclosure of lien for \$149.38 on work done on lot 10 block 12, Jackson.

Lorenzo Cuneo vs. Mary E. Askey, Geo. W. Brown and Antone Ratto—Suit for \$33.10 for work done on lot 14 block 5, Jackson.

Lorenzo Cuneo vs. O. Gannini, A. Ratto et al.—Suit to foreclose lien for \$41.80 for work done on lot 15 block 2, Jackson.

DOUBLE WEDDING.

The Methodist parsonage was on yesterday morning the scene of a very pretty wedding the contracting parties being Mr. Elmer Dufrene and Miss Louisa J. Langdon. Rev. C. E. Winfield officiating. The young people are well known and the union is particularly promising of happiness. After a honeymoon in San Francisco the young couple will return to Jackson where their future home will be.

The parlor of the parsonage was beautifully decorated for the young couple and by a happy arrangement the same floral decorations which beautified the room in the morning were still in place when in the evening the mother of the morning's bride, Mrs. Louisa J. Langdon and Mr. Caleb Chinn appeared in the same room and by the same minister and the same ceremony were pronounced husband and wife. Mr. and Mrs. Chinn are well known in Jackson and the Ledger tenders its hearty congratulations. Seldom is a daughter and mother wedded on the same day. We trust the coincidence will be as abidingly happy as it is romantic.

Bad Indeed.

Losing flesh is indeed a bad sign. Take Scott's Emulsion for it. For weak indigestion, for defective nourishment, for consumption, take Scott's Emulsion. It restores flesh because it strikes to the cause of the loss.

BOARD OF EDUCATION.

Commencing July 1, which is the commencement of the school year, the board of education of Amador county will be composed of three female and two male members. At the last meeting of the supervisors two members were appointed, one to succeed W. H. Greenhalgh, who has removed from the county, and the other to succeed Miss Vannie McLaughlin, whose term expires this month. Both vacancies were filled by lady applicants, Miss Mamie Wheeler of Plymouth and Miss Margaret Schilling of Oleta. There were no male applicants for the positions.

With Miss Alice Gartin, who holds over for the year, this makes three females, to two male members, the latter being Geo. A. Gordon, as school superintendent, and Geo. F. Mack of Lodi. This is the first time for many years that the board has passed under the control of the feminine gender.

If in a kind of bilious mood, You wish an aid to digest food, No other pill is half so good As DeWitt's Little Early Risers.

The Famous Little Pills EARLY RISERS cure constipation, sick headache, biliousness, etc. They never gripe or sicken, but impart early rising energy. Good for children or adults. Sold by W. H. Boydston.

SCHOOL APPORTIONMENT.

To Boards of School Trustees, Amador county, Up to and including July 1, 1905, I received notice from the auditor of Amador county that \$5271.88 had been set apart for the county school fund; to this amount I added the balance remaining in the unapportioned county school fund, which was \$75.34, and from this total, I have apportioned to the library fund and to the county fund of the several school districts amounts aggregating \$495.28 and have added to the unapportioned county fund the balance—\$431.94.

This is the second apportionment of money to the library and to the county fund for the school year ending June 30, 1905. There will be a third apportionment of state money about July 20, 1905, that will be available for the payment of teacher's salaries, first, for the school year ending June 30, 1905, and thereafter, for the payment of teachers' salaries for the school year commencing July 1, 1905.

Respectfully submitted,

Geo. A. Gordon.

Supt. of Common Schools of Amador county.

\$100 Reward \$100.

The readers of this paper will be pleased to learn that there is at least one dreaded disease that science has been able to cure in all its stages and that is Catarrh. Hall's Catarrh Cure is the only positive cure now known to the medical fraternity. Catarrh being a constitutional disease, requires a constitutional treatment. Hall's Catarrh Cure is taken internally, acting directly upon the blood and mucous surfaces of the system, thereby destroying the foundation of the disease, and giving the patient strength by building up the constitutional and assisting nature in doing its work. The proprietors have so much faith in its curative powers, that they offer one Hundred Dollars for any case it fails to cure. Send for list of testimonials.

Address, P. J. CHENEY & CO., Toledo, O.

Sold by druggists, 75c.

Hall's Family Pills are the best.

## DOCUMENTS RECORDED.

[The following instruments have been filed for record in the recorder's office under our last report. We publish a complete list of documents recorded, and must decline to accede to any request to suppress any document from these columns. Don't ask us to do so.]

Deeds—M. B. Church, executor of M. Dwyer, to E. M. Ford, 120 acres on Rauchera creek, 25-7-10, \$100.

Joseph Whitaker and wife to J. W. Sibole, south half of block 32, lode \$100.

Homestead—Calla G. Haller, lot 3 block 2 of Newman's addition to lode, valued a \$1200.

Assignment of Mortgage—Harry E. Keefer to Chas. F. Moore assignment of chattel mortgage executed by M. K. Leese and wife, for \$1800, to James Clements, Lease of lot near Central House on Plymouth-Carbondale road, \$120 per annum, term ten years.

Affidavit—Geo. D. Scofield of Nome, Alaska, that of Philip Achey assigned to affiant a certain mortgage on real estate executed by John Pecorelli and wife for \$187 30, on 160 acres in 8-5-10.

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